

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
EASTERN DIVISION**

IN RE:)	
DENISE GANN,)	CHAPTER 13 BANKRUPTCY
Debtor.)	CASE NO.: 20-40029
)	
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DENISE GANN,)	
Plaintiff,)	
)	
v.)	AP NO.: 21-40020
)	
VANDERBILT MORTGAGE AND)	
FINANCE, INC.,)	
Defendant.)	

MOTION TO APPROVE COMPROMISE

COME NOW the parties in the above-styled adversary proceeding, by and through the undersigned counsel, and pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, request that this Court approve the following compromise:

1. On or about October 22, 2021, Denise Gann (hereinafter “Debtor/Plaintiff”) filed an Adversary Proceeding against Vanderbilt Mortgage and Finance, Inc. (hereinafter “Defendant” or “VMF”) alleging breach of contract, contempt of Debtor’s confirmed bankruptcy plan, violations the Real Estate Settlement Procedures Act (“RESPA”), and violations of Alabama’s Deceptive Trade Practices Act (“DTPA”).
2. On November 24, 2021, VMF filed an Answer denying the material allegations of Debtor/Plaintiff’s Complaint.
3. The parties engaged in discovery and, on July 25, 2022, VMF filed a Motion for Partial Summary Judgment as to Debtor/Plaintiff’s contract and DTPA claims. VMF’s motion has been fully briefed by the parties.

4. The parties agreed to mediate this matter and reached a settlement as to all claims and causes of action on December 7, 2022.

5. The parties are preparing a formal Settlement Agreement, but have agreed to the following material settlement terms:

- a. VMF has agreed to pay Debtor/Plaintiff, through her counsel, the sum of Seventy Thousand Dollars (\$70,000);
- b. VMF has agreed to transfer the property commonly known as 4663 Nisbet Lake Road, Jacksonville, Alabama (the "Property") via Quitclaim Deed to Debtor/Plaintiff;
- c. VMF has agreed to provide Debtor/Plaintiff with the Broker Price Opinion obtained prior to VMF's foreclosure of the Property as well as VMF's Foreclosure Deed reflecting VMF's winning foreclosure bid of Fifty Thousand Dollars (\$50,000); and
- d. In exchange for the consideration described in subparagraphs a. – c. above, Debtor/Plaintiff has agreed to release VMF from any and all claims, demands, and damages, including but not limited to claims that Debtor/Plaintiff asserted or could have asserted in the Adversary Proceeding.

6. The Settlement Agreement to be entered into between the parties shall also contain reasonable confidentiality and non-disparagement clauses, which clauses shall not prohibit necessary disclosures to the Bankruptcy Court.

7. Debtor/Plaintiff will pay to the Trustee a sum sufficient to pay off her Chapter 13 bankruptcy case.

8. The settlement consideration mentioned in Paragraph 5 resolves and releases all claims of Debtor/Plaintiffs' claims against VMF for payment of attorneys' fees. Attorney fees for Debtor/Plaintiff's counsel shall be subject to approval of the Bankruptcy Court.

9. The parties believe this compromise to be fair, reasonable and in the best interests of the Debtor/Plaintiff, the Defendant, the Debtor's estate and other interested parties.

WHEREFORE, the premises considered, the parties respectfully request that this Court enter an Order approving the terms of the compromise set forth herein.

Respectfully submitted this 22d day of December, 2022.

/s/ J. Gabriel Carpenter

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CERTIFICATE OF SERVICE

I hereby certify that on December 22, 2022, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System and served a copy of the foregoing by U.S. First Class Mail, postage prepaid, properly addressed to the creditors listed in the attached mailing matrix, and to the following individuals via electronic mail:

Linda B. Gore
Chapter 13 Trustee
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linda@chapter13gadsden.com

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/s/ J. Gabriel Carpenter

J. Gabriel Carpenter
Attorney for Debtor/Plaintiff

Label Matrix for local noticing
1126-1
Case 20-40029-JJR13
NORTHERN DISTRICT OF ALABAMA
Anniston
Thu Dec 22 09:45:46 CST 2022

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Birmingham, AL 35205-2840

Robert J Landry
Bankruptcy Administrator's Office
United States Courthouse
1100 Gurnee Avenue
Anniston, AL 36201-4565

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

CREDIT ACCEPTANCE
25505 W 12 MILE RD
SOUTHFIELD MI 48034

Rec Mgt Grp
2901 University Av
Columbus, GA 31907

(d)Vanderbilt Mortgage
500 Alcoa Trail
Maryville, TN 37804

Wakefield & Associates
Po Box 50250
Knoxville, TN 37950

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)TEA OLIVE, LLC

(d)Vanderbilt Mortgage and Finance, Inc.
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Maryville, TN 37802-9800

(d)Vanderbilt Mortgage and Finance, Inc.
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(d)Jonathan G Carpenter
Alabama Consumer Law Group, LLC
P.O. Box 756
Talladega, AL 35161-0756

End of Label Matrix	
Mailable recipients	32
Bypassed recipients	4
Total	36